

IN THE MARION CIRCUIT COURT

AVC NO. 01-010

[illegible]

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CLERK OF THE
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Mary Ann Wehmueller, and the Respondent, Gerald Baker, individually and d/b/a Eagledale Auto Sales, enter into an Assurance of Voluntary Compliance (Assurance) pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law and upon consent of the parties.

The parties agree:

1. Respondent is an individual engaged in the sale of used motor vehicles, with a former principal place of business at 2445 North Lafayette Road, Indianapolis, Indiana, and transact business with Indiana consumers.
2. The terms of this Assurance apply to and are binding upon Respondent, his employees, agents, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 *et seq.*

4. Respondent, in soliciting and/or contracting with consumers, shall not make, cause to be made, or permit to be made, expressly or by implication, any representation, orally or in writing, as to the characteristics, quality or condition of a motor vehicle unless Respondent knows or should know the motor vehicle has the characteristics, quality or condition represented.

5. Respondent, in soliciting and/or contracting with consumers, shall not make, cause to be made, or permit to be made, expressly or by implication, any representation, orally or in writing, regarding warranties that are offered or sold to used vehicle purchasers, unless Respondent actually intends to provide and, in fact, provides warranties as represented.

6. Respondent, in soliciting and/or contracting with consumers, shall not make, cause to be made, or permit to be made, expressly or by implication, any representation, orally or in writing, as to the characteristics and/or benefits relating to vehicle financing unless Respondent actually intends to provide and, in fact, provides financing as represented.

7. Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Federal Trade Commission's Used Car Rule, 16 C.F.R. 455.1 *et seq.*, including but not limited to, posting a window form that provides all disclosures required by the Rule and all agreed upon warranty coverage.

8. Respondent, in issuing any financial disclosure statements, agree to fully comply with closed end credit disclosure requirements of the Truth-in-Lending Act, 15 U.S.C. §1638 and Federal Reserve Board Regulation Z, 12 C.F.R. §226.17 and 12 C.F.R. §226.18, as required by Ind. Code §24-4.5-2-301. This includes, but is not limited to,

using the appropriate credit sale form prescribed by 12 C.F.R. §226.18, accurately disclosing the annual percentage rate, the amount financed, the dollar amount of any finance charge imposed, the total of payments and the total sale price.

9. Respondent, in the course of entering into consumer credit sales contracts, agrees to fully comply with the Indiana Uniform Consumer Credit Code, Ind. Code §24-4.5-1 *et seq.*

10. Upon execution of this Assurance, Respondent shall pay consumer restitution in the amount of \$1,619.10 to the Office of the Attorney General on behalf of Carol Beauchamp.

11. Upon execution of this Assurance, Respondent shall pay costs in the amount of \$250.00 to the Office of the Attorney General.

12. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

13. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

14. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 6th day of Feb., 2001.

STATE OF INDIANA

RESPONDENT

STEVE CARTER
Attorney General of Indiana

By:


Mary Ann Wehmüller
Deputy Attorney General


Gerald Baker

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APPROVED this **FEB 08 2001** day of Feb, 2001.


Judge, Marion Circuit Court